

AGREEMENT FOR LEGAL SERVICES
BETWEEN THE CITY OF CHARLOTTESVILLE, VIRGINIA, AND THE
CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY

THIS AGREEMENT FOR LEGAL SERVICES (“Agreement”) is entered into this ____ day of _____, 2026, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (“City”), by and through the **COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA** (“City Council”), and the **CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“Authority”); (collectively, “Parties”; individually, “Party”).

WHEREAS, the Authority owns and operates the Charlottesville-Albemarle Airport (“Airport”); and

WHEREAS, the Charlottesville City Attorney’s Office (“CAO”) currently provides legal services to the Authority; and

WHEREAS, the Parties desire to formalize that arrangement in writing and to establish the scope of services, the compensation to be paid by the Authority to the City, and the terms under which the CAO will continue providing legal services to the Authority; and

WHEREAS, the Parties acknowledge that the CAO has developed substantial institutional knowledge regarding the Airport and the Authority, and that continued legal representation by the CAO is expected to provide the Authority with efficient, high-quality, and cost-effective legal services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Term

1.1. This Agreement shall begin on July 1, 2026, and shall continue through June 30, 2031, unless terminated earlier as provided herein.

1.2. After the initial term, this Agreement shall automatically renew for successive one (1)-year terms, unless either Party provides written notice of non-renewal at least one hundred eighty (180) days before the end of the then-current fiscal year.

2. Legal Services to Be Provided

2.1. Subject to the terms, exclusions, and limitations in this Agreement, the City, through the CAO, shall provide general legal services to the Authority.

2.2. General legal services may include, but are not limited to:

- a. Legal advice to the Authority Board, the Chief Executive Officer, and Authority staff concerning Authority governance, public body requirements, contracts, procurement, leases, real estate, employment matters, public records, public meetings, conflicts of interest, and other matters affecting the Authority;

- b. Preparation or review of resolutions, contracts, leases, memoranda of understanding, policies, ordinances, procedures, and other legal documents;
- c. Attendance at Authority Board meetings, staff meetings, and other meetings as reasonably requested by the Authority and as scheduling permits;
- d. Legal advice concerning the Authority's compliance with applicable federal, state, and local laws;
- e. Coordination with Authority staff and consultants on routine operational, administrative, procurement, personnel, governance, and contractual matters; and
- f. Assistance with negotiations, claims, disputes, and pre-litigation matters, provided that such services do not involve a conflict of interest or fall within the excluded services set forth in Section 3.

2.3. The City Attorney shall determine which attorney or staff member within the CAO will provide any particular service. Nothing in this Agreement requires the City to assign any particular attorney to the Authority, to provide a dedicated full-time attorney to the Authority, or to maintain any particular staffing arrangement for Authority matters. The Authority acknowledges that legal services under this Agreement are provided by the CAO as an office and not by any individual attorney or staff member. The Parties further acknowledge that continuity of legal services depends on the City's ability to retain, supervise, and allocate CAO personnel in the City Attorney's discretion.

2.4. All attorneys and staff assigned to provide services under this Agreement shall remain employees of the City and shall remain subject to the supervision and control of the City Attorney.

2.5. The City Attorney shall be responsible for administering the legal services relationship on behalf of the City. The Authority's ordinary requests for legal services shall be directed to the City Attorney or to attorneys or staff designated by the City Attorney.

2.6. To the extent administrative coordination with the City Manager's Office is necessary or appropriate, such coordination shall occur through Deputy City Manager James Freas, or another Deputy City Manager or City official designated by City Council or the City Attorney. The City Manager shall not be required to act for the City under this Agreement.

3. Excluded Services

3.1. Unless otherwise agreed in writing by the Parties, the following services are not included within the annual fee paid under this Agreement:

- a. Litigation, arbitration, administrative hearings, or contested proceedings before any court, agency, board, commission, or tribunal, other than initial assessment, advice, and coordination;
- b. Bond counsel services, disclosure counsel services, tax-exempt financing advice, or other specialized public finance work;

- c. Specialized federal aviation regulatory work requiring outside expertise;
 - d. Specialized environmental, construction, engineering, land acquisition, condemnation, title, survey, or financing work requiring outside expertise;
 - e. Complex employment litigation, collective bargaining, labor arbitration, or other specialized employment matters requiring outside expertise;
 - f. Matters in which the City Attorney determines that the CAO has a conflict of interest or cannot provide representation consistent with applicable ethical obligations;
 - g. Any matter materially adverse to the City, City Council, the CAO, any City department, or any City officer or employee; and
 - h. Any matter for which the City Attorney determines that outside counsel is necessary or advisable because of workload, expertise, risk, timing, conflict, or other professional considerations.
- 3.2. The Authority may retain outside counsel for excluded services at its own expense.
- 3.3. The CAO may assist the Authority in identifying, coordinating with, and managing outside counsel, provided that doing so is consistent with applicable ethical obligations and the CAO has capacity to do so.
- 3.4. The Authority shall be responsible for all fees, costs, and expenses charged by outside counsel, consultants, experts, court reporters, mediators, arbitrators, filing offices, title companies, or other third parties unless the Parties agree otherwise in writing.

4. **Compensation**

- 4.1. In consideration for the legal services provided under this Agreement, the Authority shall pay the City an annual legal services fee.
- 4.2. For the fiscal year beginning July 1, 2026, and ending June 30, 2027, the annual legal services fee shall be Seventy-Five Thousand Dollars (\$75,000).
- 4.3. For subsequent fiscal years, the annual legal services fee shall be calculated as follows:

Fiscal Year	Annual Legal Services Fee
FY 2028	1.00% of the Authority's Annual Operating Budget
FY 2029	1.25% of the Authority's Annual Operating Budget
FY 2030 and each fiscal year thereafter	1.50% of the Authority's Annual Operating Budget

4.4. Notwithstanding Section 4.3, the annual legal services fee for any fiscal year after FY 2027 shall not be less than the annual legal services fee paid for the immediately preceding fiscal year, unless the Parties agree otherwise in writing.

4.5. For purposes of this Agreement, "Annual Operating Budget" means the Authority's adopted operating budget for the applicable fiscal year, excluding capital project budgets,

bond proceeds, federal or state capital grants, passenger facility charge funds restricted to capital projects, customer facility charge funds restricted to capital projects, depreciation, debt service, interfund transfers, reserves, and other non-operating or restricted funds unless the Parties agree in writing to include them.

4.6. The Authority shall provide the City Attorney with a copy of its adopted Annual Operating Budget within thirty (30) days after adoption.

4.7. If the Authority has not adopted its Annual Operating Budget by the beginning of a fiscal year, the City may invoice the Authority based on the most recently adopted Annual Operating Budget. The Parties shall reconcile any difference after the applicable Annual Operating Budget is adopted.

4.8. The City shall invoice the Authority quarterly in four (4) equal installments, unless the Parties agree in writing to a different payment schedule. Each invoice shall be due and payable within thirty (30) days after receipt. Invoices shall be directed to the Authority's Chief Financial Officer or to another finance contact designated by the Authority in writing.

4.9. The annual legal services fee is intended to compensate the City for general legal services under this Agreement. The City is not required to maintain hourly billing records for services provided under this Agreement.

4.10. If the Authority's need for legal services materially exceeds the level of services reasonably contemplated by this Agreement, the Parties shall confer in good faith regarding whether additional compensation, outside counsel, or another arrangement is appropriate.

5. Nature of Representation

5.1. The CAO represents the Authority as an organization acting through its duly authorized Board, officers, and employees.

5.2. This Agreement does not create an attorney-client relationship between the CAO and any individual Authority Board member, officer, employee, contractor, consultant, tenant, vendor, airline, passenger, or member of the public.

5.3. This Agreement does not create an attorney-client relationship between the CAO and the County of Albemarle, Virginia ("County"), the University of Virginia ("UVA"), or any officer, employee, or representative of either entity.

5.4. The Parties acknowledge that the CAO also represents the City, including City Council, the CAO, City departments, City officers, and City employees.

5.5. The CAO shall not represent the Authority in any matter in which such representation would be prohibited by applicable law or the Virginia Rules of Professional Conduct.

5.6. If the City Attorney determines that a conflict of interest exists, may exist, or is likely to develop, the City Attorney may decline, limit, or withdraw from representation of the Authority in the affected matter. In such event, the Authority shall be responsible for retaining and paying outside counsel for that matter.

5.7. The Parties acknowledge that certain matters may involve shared or overlapping interests among the Authority, the City, the County, and UVA. The City Attorney shall determine, consistent with applicable ethical obligations, whether the CAO may provide legal services to the Authority in any such matter.

5.8. In any matter involving an actual or potential dispute between the Authority and the City, the CAO will not represent the Authority against the City. The Authority shall retain separate counsel at its own expense for any such matter.

5.9. The Parties acknowledge that the Charlottesville City Manager serves as a member of the Authority's governing body. In that capacity, the City Manager acts as a member of the Authority's governing body and not as the City's representative for purposes of this Agreement. No action, inaction, vote, statement, direction, approval, or communication by the City Manager in connection with Authority business shall bind the City under this Agreement, unless separately authorized by City Council.

5.10. The City Manager shall not execute this Agreement on behalf of the City, approve amendments to this Agreement on behalf of the City, receive formal notices on behalf of the City under this Agreement, resolve disputes on behalf of the City under this Agreement, or direct the provision of legal services by the CAO to the Authority. Those functions shall be performed by City Council, the City Attorney, or another City official expressly authorized under this Agreement.

6. Confidentiality, Privilege, and Records

6.1. Communications between the CAO and the Authority made for the purpose of seeking or providing legal advice shall be treated as privileged and confidential to the extent permitted by law.

6.2. The Parties acknowledge that both the City and the Authority are public bodies subject to the Virginia Freedom of Information Act, the Virginia Public Records Act, and other applicable laws governing public records.

6.3. Nothing in this Agreement shall be construed to require disclosure of records, communications, or information protected by the attorney-client privilege, the attorney work-product doctrine, or any other applicable privilege, exemption, or protection.

6.4. The CAO may maintain copies of Authority-related legal files, correspondence, memoranda, notes, and other records as necessary or appropriate for legal, ethical, administrative, or records-retention purposes.

6.5. Upon termination of this Agreement, the CAO shall reasonably cooperate with the Authority and any successor counsel to transition pending matters, subject to applicable law, privilege, confidentiality obligations, and records-retention requirements.

7. Authority Responsibilities

7.1. The Authority shall cooperate with the CAO and provide timely access to information, documents, staff, consultants, and other resources reasonably necessary for the CAO to provide legal services under this Agreement.

7.2. The Authority shall timely notify the CAO of matters requiring legal review, including matters involving litigation risk, regulatory deadlines, public meetings, procurement issues, contracts, employment concerns, real estate matters, grant compliance, and other issues for which legal advice may be necessary.

7.3. The Authority shall be responsible for making all policy, business, operational, financial, and administrative decisions. The CAO shall provide legal advice, but shall not exercise management authority over the Authority.

7.4. The Authority shall designate the Chief Executive Officer, or another official approved by the Authority Board, as the primary point of contact for legal services under this Agreement. The City's primary point of contact for legal services shall be the City Attorney. To the extent coordination with City administration is required, the City's point of contact shall be Deputy City Manager James Freas, or another Deputy City Manager or City official designated by City Council or the City Attorney.

8. City Responsibilities

8.1. The City shall make the CAO reasonably available to provide the services described in this Agreement.

8.2. The CAO shall provide legal services in a professional manner consistent with applicable law, ethical obligations, and the standards applicable to public-sector legal counsel.

8.3. The CAO shall use reasonable efforts to respond promptly to Authority requests, taking into account the nature of the request, applicable deadlines, attorney availability, workload, conflicts, and the needs of the City.

8.4. Nothing in this Agreement shall require the CAO to prioritize Authority matters over City matters. The City Attorney shall retain discretion to allocate office resources.

9. No Assumption of Liability

9.1. Except for the obligations expressly set forth in this Agreement, nothing in this Agreement shall be construed as the City assuming any debt, liability, obligation, duty, or responsibility of the Authority.

9.2. Except for the obligations expressly set forth in this Agreement, nothing in this Agreement shall be construed as the Authority assuming any debt, liability, obligation, duty, or responsibility of the City.

9.3. Nothing in this Agreement shall be construed as a waiver of sovereign immunity, governmental immunity, official immunity, qualified immunity, or any other defense, privilege, limitation, or protection available to either Party or to their respective officers, employees, agents, or representatives.

9.4. Nothing in this Agreement shall create any right, claim, cause of action, or third-party beneficiary status in favor of any person or entity that is not a Party to this Agreement.

10. Termination

10.1. Either Party may terminate this Agreement without cause by providing at least one hundred eighty (180) days' written notice to the other Party. For the City, any decision to terminate this Agreement shall be made by City Council or by such City official as City Council may expressly authorize.

10.2. The City may terminate this Agreement upon sixty (60) days' written notice, if the Authority fails to make a required payment and does not cure the failure within that sixty (60)-day period.

10.3. The City may terminate this Agreement, or may suspend or limit services under this Agreement, if the City Attorney determines that continued representation of the Authority would violate applicable law, the Virginia Rules of Professional Conduct, or other binding ethical obligations.

10.4. Upon termination, the annual legal services fee shall be prorated through the effective date of termination. Any unpaid prorated amount shall be due within thirty (30) days after the effective date of termination.

10.5. Termination of this Agreement shall not relieve the Authority of responsibility for fees, costs, or expenses incurred before the effective date of termination.

11. Notices

11.1. Any notice required under this Agreement shall be in writing and delivered by hand, by certified mail, by nationally recognized overnight delivery service, or by email with confirmation of receipt, to the following:

For the City:

City Council
City of Charlottesville
605 East Main Street
Charlottesville, Virginia 22902
c/o Clerk of Council
Email: thomaskn@charlottesville.gov

With a copy to:

City Attorney
City of Charlottesville, Virginia
605 East Main Street
Charlottesville, Virginia 22902
Email: madduxj@charlottesville.gov

And, for administrative coordination only:

Deputy City Manager James Freas
City of Charlottesville, Virginia
605 East Main Street
Charlottesville, Virginia 22902
Email: freasj@charlotteville.gov

For the Authority:

Jason Burch

Chief Executive Officer
Charlottesville-Albemarle Airport Authority
100 Bowen Loop, Suite 200
Charlottesville, Virginia 22911
Email: jburch@gocho.com

11.2. A Party may change its notice address by providing written notice to the other Party in accordance with this section.

12. Approvals and Authority

12.1. This Agreement is subject to approval by City Council and the Authority Board.

12.2. The City Manager's service on the Authority Board shall not constitute approval of this Agreement by the City and shall not authorize the City Manager to act for the City in connection with this Agreement.

12.3. Each person signing this Agreement represents that he or she has been duly authorized to execute this Agreement on behalf of the Party for whom he or she signs.

13. Amendment

This Agreement may be amended only by a written instrument signed by both Parties after approval by City Council and the Authority Board.

14. Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party.

15. Governing Law and Venue

This Agreement shall be governed by the laws of the Commonwealth of Virginia. Any action arising out of this Agreement shall be filed in a court of competent jurisdiction in the Commonwealth of Virginia.

16. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the provision of legal services by the City to the Authority and supersedes all prior oral or written understandings, practices, formulas, arrangements, or agreements concerning such services and compensation.

17. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Signatures transmitted electronically shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

CITY OF CHARLOTTESVILLE, VIRGINIA,

acting by and through its City Council.

By: _____

Name: _____

Title: Mayor

Date: _____

Attest:

By: _____

Clerk of Council

Date: _____

Approved as to form:

By: _____

City Attorney

Date: _____

CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY

By: _____

Name: _____

Title: Chair

Date: _____

Attest:

By: _____

Name: _____

Title: _____

Date: _____